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New Champion Promotions, LLC and
Jesse Rodriguez

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

ANDY CRUZ GOMEZ,

Plaintiff,

VS.

NEW CHAMPION PROMOTIONS,
LLC, JESSE RODRIGUEZ,
MATCHROOM BOXING USA, LLC
and DOES 1-50, inclusive,

Defendants.

Case No. 3:23-cv-06608-WHO

DEFENDANT NEW CHAMPION PROMOTIONS, LLC AND JESSE RODRIGUEZ' TRIAL BRIEF

And Related Cross-Action

TO THE HONORABLE COURT, PLAINTIFF AND TO HIS ATTORNEYS OF RECORD HEREIN, Defendants New Champion Promotions LLC and Jesse Rodriguez hereby submit this Trial Brief.

DISCUSSION

A. THE BPA DOES NOT SUPERSEDE THE UNDERLYING NCP-CRUZ AGREEMENT.

1. The BPA defines the term “Parties” as Matchroom, NCP and Cruz.

Therefore, the BPA can only supersede an agreement between all three Parties.

The plain boilerplate language of the BPA confirms that it does not supersede the NCP-Cruz Agreement since the NCP-Cruz Agreement is not an agreement between the “Parties,” as defined in the BPA. The BPA defines the “Parties” as Matchroom, NCP and Cruz. BPA pg. 1. Therefore, the language in the Preamble and the superseding clause in Paragraph 22.1, which contain the defined term “Parties” only applies to an agreement between Matchroom, Cruz and NCP. A boilerplate superseding clause is intended to clarify the final terms of the parties involved in that particular contract since contracts involve prior discussions and negotiations. A boilerplate superseding clause is not intended to destroy all other contracts the parties may have between themselves. Since the BPA specifically defines “Parties” as the three parties collectively, it does not supersede the NCP-Cruz agreement which is only between NCP and Cruz.

2. The BPA specifically contemplates the NCP-Cruz Agreement remains valid and extends beyond the BPA term.

20 While there are many differences between the NCP-Cruz Agreement and the BPA,
21 the most significant is the Term of each contract. The NCP-Cruz contract contains a 5-
22 year term, with various term extensions based on Plaintiff's performance. NCP-Cruz
23 Agreement ¶2. The BPA, on the other hand, only has a three-year term. BPA ¶3.

Paragraph 3.3 of the BPA specifically takes into account that the NCP-Cruz
Agreement remains valid and exists beyond the BPA. Paragraph 3.3 states:

“The Parties agree that following the expiry of the Term, the Parties shall have a 30 (thirty) day negotiation period to discuss in good faith extending the Term of this Agreement on terms to be mutually agreed (the “Negotiation Period”). During the Negotiation period, the Promoter/Fighter [NCP/Cruz] shall not discuss or negotiate

1 with any other promoter. Should the Parties not reach an agreement during the
 2 Negotiation Period, **the Promoter/Fighter** shall be free to begin negotiations with
 any other promoter. (emphasis added)

3 Clearly, the BPA contemplates the NCP-Cruz Agreement was not superseded by
 4 the BPA but rather remains valid and would extend past the BPA Term since it binds NCP
 5 to a Negotiation Period wherein it is obligated to negotiate with Matchroom and forbids
 6 NCP from talking to any other promoter regarding Plaintiff's promotional rights after the
 7 BPA Term expires. Paragraph 3.3 also acknowledges NCP can shop Plaintiff's
 8 promotional rights to another promoter after the Negotiation Period. If the NCP-Cruz
 9 contract was superseded by the BPA, there would be no need to impose any obligations on
 10 NCP after the expiry of the BPA nor would the BPA specifically acknowledge NCP could
 11 speak to other promoters about Plaintiff's promotional rights at the end of the Negotiation
 12 Period. Rather, Paragraph 3.3 recognizes NCP maintains Plaintiff's promotional rights
 13 after the expiry of the BPA via the underlying the NCP-Cruz Agreement.

14 In the same vein, Paragraph 3.4 contemplates NCP would retain Plaintiff's
 15 promotional right after the expiry of the BPA. It states:

16 “Following the expiration of the Negotiation Period, should the **Promoter/Fighter**
 17 receive an offer, verbal, written or otherwise, for an alternative promotional
 18 contract from a third party, within one hundred and twenty (120) days of the end of the
 19 Negotiation Period (“Third Party Offer”), the **Promoter/Fighter** shall promptly
 20 disclose full details in writing of any such offer to Matchroom, including, but not
 21 limited to the proposed term and number of Bouts, the totality of the financial
 22 benefit to be derived by the Fighter, and any other relevant ancillary matters in the
 knowledge of the Promoter, Fighter, the Fighter's Manager or any other party with
 actual or implied authority to represent the Fighter (the “Third Party Notice”).
 Before the Fighter accepts a Third Party Offer, Matchroom shall have the right to
 match any such offer made to the Fighter within ten (10) days of receipt of the
 Third Party Notice.” (emphasis added)

23 Paragraph 3.4 also recognizes NCP will maintain Plaintiff's promotional rights
 24 following the expiry of the BPA as it obligates NCP to disclose any Third Party Offer. If
 25 the BPA intended to supersede the NCP-Cruz Agreement, this language would be
 26 unnecessary since NCP rights to Plaintiff by the BPA. Rather, the two foregoing
 27 paragraphs specifically recognize that NCP would retain Plaintiff's promotional rights
 28 after the BPA via the NCP-Cruz Agreement.

1 **B. NCP's RIGHT TO COMPENSATION**

2 The BPA lacks any specific payment provision between NCP and Plaintiff. The BPA
 3 fails to state NCP's compensation, as well as what amount NCP is required to pay
 4 Plaintiff. In fact, there is no specific provision in the BPA for NCP to pay Plaintiff.
 5 Instead, the only clear payment term in the BPA is between NCP and Matchroom. The
 6 only clear payment term between NCP and Cruz is in the NCP-Cruz Agreement which
 7 states NCP shall pay Plaintiff a minimum of \$25,000 per fight. Therefore, as long as NCP
 8 and Cruz agree upon a fight purse amount, which is typically memorialized in a separate
 9 bout agreement, the two agreements can co-exist without the need to amend either
 10 agreement.

11 In fact, NCP and Cruz had an oral agreement prior to this lawsuit, which did not
 12 amend either agreement, but rather addressed how each Matchroom payment would be
 13 split between NCP and Cruz so that NCP would receive a promoter fee for the assignment
 14 for Cruz' promotion rights and Cruz would receive a payment for his participation in each
 15 fight. NCP and Cruz orally agreed NCP's promoter fee would be 25% and Plaintiff's
 16 fight purse would constitute 75% of the Matchroom payment. Plaintiff now deny this
 17 agreement existed, however the previous conduct of the two parties demonstrate
 18 otherwise. More specifically, NCP deducted a Promoter's fee from the signing bonus and
 19 the first two bouts without any objection from Team Cruz. Throughout this period of
 20 time, Team Cruz kept in constant contact with NCP but never objected to NCP's fee. In
 21 fact, Cruz' manager, Yolfrí Sanchez, refunded NCP a \$15,000 overpayment after the first
 22 bout, recognizing that NCP was to receive a promoter fee of 25%. This promoter fee was
 23 corroborated by Alexy Ferrer, Cruz' manager as he stated in deposition that NCP
 24 repeatedly stated it would take a promoter fee directly from Matchroom. Plaintiff himself
 25 admitted NCP was to be paid from Matchroom. Cruz and his management team have all
 26 testified that NCP never stated it would work for free, yet this is what is now asserted in
 27 the lawsuit.

28

1 In fact, the plain language of the BPA contemplates that the fee paid to NCP would
 2 be split by NCP and Cruz. For example, Paragraph 5 **The Signing Bonus** states “The
 3 Signing Bonus shall be released to **Promoter/Fighter**” (emphasis added). Nothing in the
 4 plain language of this paragraph states the signing bonus was intended to be paid in
 5 entirety to Plaintiff.

6 Similarly, the payment provision in the BPA, Paragraph 8.2 states “All Purse
 7 referred to under this Agreement shall be payable by Matchroom **to the Promoter, and**
 8 **as directed by the Promoter, to Fighter** within five (5) days...” (emphasis added).
 9 Again, this payment provision is structured in a manner that contemplates a split of the fee
 10 paid by Matchroom whereby NCP would receive a portion of the fee and then direct
 11 Matchroom to pay Plaintiff’s portion to a different account. In fact, Matchroom’s
 12 Director and CEO, Frank Smith unequivocally stated in deposition that Matchroom’s
 13 payment is made to NCP “because the promoter [NCP] was holding the promotional
 14 rights with the fighter [Cruz] and [NCP] would share the split between the promoter and
 15 the fighter.”

16

17 C. **THE BPA IS VOID FOR LACK OF CONSIDERATION.**

18 If there is no monetary compensation for NCP in the BPA, the contract is void for
 19 lack of consideration. Cruz’ argument that consideration was provided to NCP in the
 20 form of a transfer of financial risk is misplaced. Cruz asserts NCP received the benefit of
 21 avoiding the financial costs of putting on an event that would feature Plaintiff. The NCP-
 22 Cruz agreement, however, does not require NCP to put on an event and take on these
 23 financial risks. Rather, the NCP-Cruz agreement simply requires NCP to offer Cruz “the
 24 right to participate in no fewer than three boxing matches per year” and to pay him purses
 25 to be mutually negotiated and agreed upon, but no less than \$25,000 per bout. NCP-Cruz
 26 Agreement ¶ III and IV(a). In other words, NCP could offer Cruz the opportunity to fight
 27 on another promoter’s event, which is a common practice for regional promoters.
 28 Moreover, Plaintiff has no evidence that NCP would be unable to stage an event, find a

1 co-promoter or had any concern about losing money such that it earned a benefit by being
 2 relieved of this obligation. A promoter is in the business of assuming risks and to assert
 3 that being relieved of this part of the business constitutes consideration is non-sensical.

4 Plaintiff also asserts the BPA provided consideration to NCP in the form of
 5 complimentary tickets and travel to each of Plaintiff's fights. The actual language of the
 6 BPA, however, clearly states that such "benefits" belong to Plaintiff. For example,
 7 Paragraph 10.1(a)(1) states that "Matchroom shall make available at Promoter/Fighter's
 8 request for **use by the Fighter and his trainers** up to five (5) hotel rooms..." emphasis
 9 added). Therefore, the BPA does not provide travel accommodations to NCP, nor is there
 10 any evidence that Plaintiff provided any of his 5 hotels to NCP.

11 Similarly, Paragraph 10.1 (b) (i) states "...**Fighter shall be entitled** to receive free
 12 of charge four (4) P1, four (4) P2 and four (4) P3 tickets for each bout." (emphasis
 13 added). While Plaintiff has continually stated NCP received free tickets and travel as
 14 consideration for the assignment, the BPA makes clear that such "perks" belong solely to
 15 Plaintiff.

16 Finally, it is well-established that Plaintiff's references to co-branding, tickets and
 17 travel accommodation are standard terms, which are included in all fight agreements. In
 18 fact, NCP did not negotiate the co-branding, ticket allocation or travel accommodation
 19 contained in the Matchroom Agreement since such terms are standard in all boxing
 20 agreements.

21 Therefore, if the BPA does not provide any money compensation to NCP, the BPA
 22 lacks consideration and should be declared void.

23 **CONCLUSION**

24 Defendants NCP and Rodriguez respectfully submit this brief to the Court.

25 Dated: August 28, 2025

By: _____ /s/ _____

26 George A. Gallegos
 27 Attorney for Defendants
 28 New Champion Promotions,
 LLC and Jesse Rodriguez